

EXHIBIT L



In the Matter Of:

SEP 20 2007
RKB

Drexel

v.

Harleysville Insurance Co.

C.A. # 05-428 (JJF)

Transcript of:

Mildred D. Alderfer

September 11, 2007

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Drexel v. Harleysville Insurance Co.

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

LAYNE DREXEL,)
v. Plaintiff,) Civil Action
HARLEYSVILLE INSURANCE CO.,) No. 05-428 (JJF)
Defendant.)

Deposition of Harleysville Insurance Company taken pursuant to Federal Rule of Civil Procedure 30(b) (6) through its designee MILDRED D. ALDERFER at the law offices of Smith, Katzenstein & Furlow LLP, 800 Delaware Avenue, 10th Floor, Wilmington, Delaware, beginning at 2:40 p.m. on Tuesday, September 11, 2007, before Kurt A. Fetzer, Registered Diplomatic Reporter and Notary Public.

APPEARANCES:

ROBERT K. BESTE, III, ESQ.
SMITH KATZENSTEIN & FURLOW
800 Delaware Avenue - 10th Floor
Wilmington, Delaware 19899
For the Plaintiff

STEPHEN P. CASARINO, ESQ.
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<p>1 MILDRED D. ALDERFER, 2 the deponent herein, having first been 3 duly sworn on oath, was examined and 4 testified as follows:</p> <p>5 EXAMINATION</p> <p>6 BY MR. BESTE:</p> <p>7 Q. Could you state your name and date of birth for 8 the record, please?</p> <p>9 A. Mildred Alderfer. July 26, '49.</p> <p>10 Q. How long have you been an employee of 11 Harleysville Insurance Company?</p> <p>12 A. 40 years.</p> <p>13 Q. Do you know approximately when you started?</p> <p>14 A. July 31, '67.</p> <p>15 Q. What position do you currently hold with 16 Harleysville?</p> <p>17 A. I'm a manager in the policy support services 18 area.</p> <p>19 Q. Is that part of underwriting?</p> <p>20 A. No.</p> <p>21 Q. That's separate from underwriting?</p> <p>22 A. Correct.</p> <p>23 Q. What's the name of it?</p> <p>24 A. Policy support services.</p>	<p>2</p> <p>1 A. The criteria that was set up in the system that 2 if a payment is late the policy would cancel was part 3 of our responsibility.</p> <p>4 For consideration for reinstatement on 5 late payment is not our responsibility, but the 6 initial notices that went out for non-payment of 7 premium would have been from work that we're 8 responsible for.</p> <p>9 Q. What part of Harleysville would be responsible 10 for reinstatement?</p> <p>11 A. It would be underwriting.</p> <p>12 Q. Are you here today to testify on behalf of the 13 underwriting parts of Harleysville?</p> <p>14 A. No.</p> <p>15 Q. Just the policy support services part?</p> <p>16 A. That's correct.</p> <p>17 MR. BESTE: Will Ms. Staton be testifying 18 on behalf of the company with respect to underwriting?</p> <p>19 MR. CASARINO: No.</p> <p>20 MR. BESTE: So we don't have an 21 underwriting person to testify today?</p> <p>22 MR. CASARINO: No. Because when we looked 23 at your notice of deposition, these are not underwriting. They're basically policy, they're</p>
<p>1 Q. What does policy support services do?</p> <p>2 A. We have two areas of responsibility. We handle 3 the direct bill premium payments. There's a 4 remittance processing unit and an output distribution 5 unit.</p> <p>6 We also handle the work when it comes off 7 the computer and mail it out.</p> <p>8 Q. Say, for example, if a claims agent wanted a 9 check mailed, your office would mail the physical 10 check?</p> <p>11 A. We do mail claims checks, yes.</p> <p>12 Q. Is the policy support services part of 13 Harleysville the division of the company that made the 14 decision in this case that this claim should not be 15 paid?</p> <p>16 A. We're not part of the claims department. The 17 claims department is a different department, but in 18 the services area our system is set up that policies 19 will terminate or cancel for non-payment of premium, 20 so we do get involved from that aspect.</p> <p>21 Q. Was the policy support services part of 22 Harleysville responsible for the decision in this case 23 that this policy ceased to exist at a certain point or whatever word we use for it?</p>	<p>3</p> <p>1 5 basically policy support services. Nothing in there 2 is underwriting as far as I can tell.</p> <p>3 MR. BESTE: So your position is that the 4 30(b)(6) deposition notice does not call for any 5 testimony from underwriting employees?</p> <p>6 MR. CASARINO: No. That's my 7 understanding. Originally I thought it was because 8 everybody seemed to think underwriting, but this is 9 really not underwriting. It's all dealing with policy 10 support.</p> <p>11 MR. BESTE: Okay.</p> <p>12 BY MR. BESTE:</p> <p>13 Q. I'm going to show you what's been marked as 14 H-23. I think you already have a copy of that.</p> <p>15 MR. CASARINO: That's that one there 16 (indicating).</p> <p>17 Q. Have you seen this document before?</p> <p>18 A. Yes.</p> <p>19 Q. Can you tell me when you have seen it?</p> <p>20 A. Well, I saw it today, but I also saw it prior 21 to today. I think it was in my file and I know I 22 started the file back in May. I'm not sure when I had 23 this put in the file.</p> <p>24 I don't recall specifically when I got</p>

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<p>1 this particular notice.</p> <p>2 Q. Do you know when you first became aware of this</p> <p>3 claim or lawsuit?</p> <p>4 A. I was asked to pull some things together early</p> <p>5 spring.</p> <p>6 Q. Of 2007?</p> <p>7 A. Mm-hmm. Yes.</p> <p>8 Q. By "some things together," you mean various</p> <p>9 things that were part of your repertoire --</p> <p>10 A. Correct.</p> <p>11 Q. -- or area?</p> <p>12 A. Mm-hmm.</p> <p>13 Q. Why don't I go through the topics listed on</p> <p>14 that deposition notice? Let's go through them one by</p> <p>15 one.</p> <p>16 Did you have any meetings separate and</p> <p>17 apart from meetings with any attorneys --</p> <p>18 A. No.</p> <p>19 Q. -- regarding today's deposition?</p> <p>20 A. No.</p> <p>21 Q. One rule as we go forward. It would be a lot</p> <p>22 easier for the court reporter to take down testimony</p> <p>23 if you try to let me finish the questions. And I tend</p> <p>24 to hesitate a lot, so I know it can be confusing, but</p>	<p>6</p> <p>1 Q. Third topic?</p> <p>2 A. With respect to, again, non-payment of premium</p> <p>3 or non-payment -- canceling for non-payment of</p> <p>4 premium, yes.</p> <p>5 Q. How about the fourth topic?</p> <p>6 A. Yes, again for non-payment of premium.</p> <p>7 Q. How about the fifth topic?</p> <p>8 A. Claims? No, I would not get involved with</p> <p>9 that.</p> <p>10 Q. How about the sixth topic?</p> <p>11 A. No.</p> <p>12 Q. The seventh topic?</p> <p>13 A. No.</p> <p>14 Q. The eighth topic?</p> <p>15 A. No.</p> <p>16 Q. And finally the ninth topic?</p> <p>17 A. Yes.</p> <p>18 Q. All right. In your current position, do you</p> <p>19 have any employees under your supervision?</p> <p>20 A. Yes.</p> <p>21 Q. How many employees do you supervise?</p> <p>22 A. I have five people that report to me directly</p> <p>23 and two of them are supervisors who have an additional</p> <p>24 22 employees reporting to them.</p>
<p>1 it just makes it easier. It's the most broken rule,</p> <p>2 so don't worry about it.</p> <p>3 You didn't have any meetings with</p> <p>4 management employees or other employees of</p> <p>5 Harleysville regarding your testimony today?</p> <p>6 A. No, I did not.</p> <p>7 Q. You met with Mr. Casarino immediately before</p> <p>8 the deposition today. Is that right?</p> <p>9 A. Yes.</p> <p>10 Q. Did you meet with him at any other time?</p> <p>11 A. I did not meet with him. I had a telephone</p> <p>12 conversation with him.</p> <p>13 Q. Did you have any telephone conversation with</p> <p>14 other employees of Harleysville regarding this</p> <p>15 deposition?</p> <p>16 A. No.</p> <p>17 Q. All right. Let's start with topic number 1 on</p> <p>18 H-23.</p> <p>19 Can you tell me whether you're authorized</p> <p>20 to speak on that subject?</p> <p>21 A. With respect to coverage termination for</p> <p>22 non-payment of premium, yes.</p> <p>23 Q. How about the second topic?</p> <p>24 A. Again, with the payment collection, yes.</p>	<p>7</p> <p>1 Q. Who are the two supervisors that work for you?</p> <p>2 A. Joanne Brooks and Linda Ebright.</p> <p>3 Q. And who do you report to?</p> <p>4 A. Steve Crone.</p> <p>5 Q. Steve Crone is your supervisor?</p> <p>6 A. He's my manager, yes.</p> <p>7 Q. Do you know what his title is?</p> <p>8 A. Assistant vice president of agency and field</p> <p>9 services. It's just changed, but I think that's what</p> <p>10 it is.</p> <p>11 Q. What position did you hold in 2004?</p> <p>12 A. Services manager position that I hold now.</p> <p>13 Q. How long have you held that position?</p> <p>14 A. About 25 years.</p> <p>15 Q. Can you give me a general description of your</p> <p>16 primary responsibilities?</p> <p>17 A. Responsibilities would be overseeing the</p> <p>18 remittance processing unit and output distribution</p> <p>19 units, as well as I have business analysis</p> <p>20 responsibilities for our corporate direct bill system</p> <p>21 and our Documerge or output system that generates the</p> <p>22 output that's handled in the output distribution unit.</p> <p>23 Q. You said Documerge?</p> <p>24 A. Yes.</p>

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<p>1 Q. What's that?</p> <p>2 A. That's a system that's used to print the style 3 of paper, the style of form content that we print out. 4 It's a system.</p> <p>5 Q. The policy support services, is it a division? 6 Is it a section? What is it? What is it called?</p> <p>7 A. It's a department within the services division.</p> <p>8 Q. So the policy support services division is 9 where you work?</p> <p>10 A. Correct.</p> <p>11 Q. What involvement -- how about I refer to it as 12 the policy support division? Is that fair?</p> <p>13 A. Sure.</p> <p>14 Q. What involvement does the policy support 15 division have with interpreting policy provisions?</p> <p>16 A. We would be responsible for those provisions 17 that are associated with collecting premium and 18 canceling for non-payment of premium.</p> <p>19 We would not have responsibility for 20 coverages associated with a policy and that type of 21 thing.</p> <p>22 Q. But when we're talking about premium receipts, 23 your department has the final say regarding how a 24 particular policy provision applies to that aspect of</p>	<p>10</p> <p>1 bill criteria.</p> <p>2 Q. Now, do you know whether that's the same 3 document that's been produced in this litigation?</p> <p>4 A. Yes. Yes.</p> <p>5 MR. CASARINO: It may even have been the 6 last document that was marked.</p> <p>7 Q. I'm going to show you H-26. Is that what 8 you're referring to?</p> <p>9 A. Yes.</p> <p>10 Q. Are there any other written policies or 11 procedures or manuals or anything like that that you 12 refer to in carrying out your duties for Harleysville?</p> <p>13 A. Not that I refer to, no.</p> <p>14 Q. Is H-26 a fair representation of the direct 15 bill criteria in effect in 2004?</p> <p>16 A. Yes.</p> <p>17 Q. Even though it has a date of May 2006 below it?</p> <p>18 A. Actually, this is the agent's document.</p> <p>19 There's also one that was internal which is dated 20 March of 2005. We did not have a copy from 2004, but 21 our procedures had not changed.</p> <p>22 MR. CASARINO: Are these two documents 23 different?</p> <p>24 THE WITNESS: This (indicating) is the</p>
<p>11</p> <p>1 a claim?</p> <p>2 A. No. We do not get involved with any type of 3 coverage verification for claims.</p> <p>4 Q. Well, there are provisions in Harleysville's 5 policy that deal with the impact of late premium 6 payments. Is that correct?</p> <p>7 A. Correct. Yes.</p> <p>8 Q. Does your division have final authority with 9 respect to the application of those provisions?</p> <p>10 A. We have provisions set up or procedures set up 11 that we follow under strict guidelines. Anything over 12 and above that, we have to have underwriting approval 13 for us to handle beyond the specific guidelines that 14 are set up for us.</p> <p>15 Q. What guidelines do you have access to or to 16 guide your work?</p> <p>17 A. It's guidelines that tell us we can accept a 18 premium payment provided it is received by a due date 19 or an extended due date.</p> <p>20 Q. Does that have a title? Is that a document?</p> <p>21 A. It's in our corporate direct bill procedure 22 guideline.</p> <p>23 Q. Corporate direct bill procedure guideline?</p> <p>24 A. I think it's actually called corporate direct</p>	<p>13</p> <p>1 agent document. It's very similar. There's a little 2 bit more info in the internal one that we didn't have 3 in the agent's document.</p> <p>4 MR. BESTE: Can we mark this one?</p> <p>5 MR. CASARINO: Yes. I thought that was 6 the one I sent over to you in the last couple of days.</p> <p>7 MR. BESTE: I thought this (indicating) 8 was the one that you sent me.</p> <p>9 MR. CASARINO: I don't think so. I think 10 you got this one before, but in any event --</p> <p>11 MR. BESTE: Well, let's mark that as H-27.</p> <p>12 MR. CASARINO: I would appreciate a copy 13 of it so I can have a copy.</p> <p>14 (H Deposition Exhibit No. 27 was marked 15 for identification.)</p> <p>16 BY MR. BESTE:</p> <p>17 Q. I've marked Exhibit H-27. This is the 18 corporate direct bill criteria that establishes 19 essentially how you should do your job?</p> <p>20 A. How we should do our job, a lot of which it is 21 automated, but it's the processes that we do 22 associated with the automated system.</p> <p>23 Q. In 2004 where was the remittance processing 24 part of Harleysville located?</p>

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<p>1 A. In Harleysville, Pennsylvania, where it is now.</p> <p>2 Q. And any employees handling premium payments</p> <p>3 from an insured would fall in your department?</p> <p>4 A. That's correct.</p> <p>5 Q. Can you explain to me practically the task of</p> <p>6 Harleysville employees who actually receive the</p> <p>7 premium payment envelopes from an insured?</p> <p>8 A. Mm-hmm. The premium payments come into our</p> <p>9 department. They're opened on Opex opening equipment.</p> <p>10 They're run through NCR remittance processing</p> <p>11 equipment which captures an image of the stub and the</p> <p>12 check.</p> <p>13 If the payment comes in with a scannable</p> <p>14 stub, the data is captured from the stub. It is run</p> <p>15 into our billing system that evening and if the master</p> <p>16 is active, the payment is applied.</p> <p>17 If the master is not active or can't be</p> <p>18 matched for one reason, it could be an incorrect</p> <p>19 policy number, it could be paid in full, any of those</p> <p>20 type of situations, that comes out on a report for us</p> <p>21 to look at the following day to determine what we need</p> <p>22 to do with that payment.</p> <p>23 Q. What do you mean by "master"?</p> <p>24 A. Billing master. It's an electronic view that</p>	<p>14</p> <p>1 A. That's correct.</p> <p>2 Q. Do you know what happened when your department</p> <p>3 received the premium payment at issue in this case?</p> <p>4 A. Yes.</p> <p>5 Q. Can you explain to me what happened?</p> <p>6 A. We received a premium payment. It came in with</p> <p>7 a scannable document. It was opened and run through</p> <p>8 our equipment just like I explained. The following</p> <p>9 morning it showed up on a report for us because the</p> <p>10 policy was terminated.</p> <p>11 The remittance processor would have looked</p> <p>12 at the billing master to see if there were any</p> <p>13 messages there from the underwriter authorizing</p> <p>14 reinstatement. If there were no messages there, and</p> <p>15 in this case there were not, the payment was returned</p> <p>16 to the insured and reinstatement was denied because</p> <p>17 the payment was late.</p> <p>18 Q. Do you know when Mr. Drexel's premium in this</p> <p>19 case was received by Harleysville?</p> <p>20 A. Yes. It was received on July 13th. That's the</p> <p>21 date it was imaged.</p> <p>22 Q. And how do you know that?</p> <p>23 A. Because of the date that it shows up in our</p> <p>24 image file.</p>
<p>15</p> <p>1 we have of our activity that occurs on a direct bill</p> <p>2 policy.</p> <p>3 Q. So am I correct that if the computer system</p> <p>4 doesn't flag a particular payment that comes in it's</p> <p>5 sent off to the bank and deposited?</p> <p>6 A. The payments are processed, are opened and run</p> <p>7 through the NCR equipment and deposited to the bank</p> <p>8 the same day.</p> <p>9 The payment activity is then run into our</p> <p>10 billing system in the overnight cycle and that's where</p> <p>11 they're then applied or they go into suspense if they</p> <p>12 can't be applied to be researched the following day.</p> <p>13 Q. Does that mean in all circumstances the checks</p> <p>14 are deposited and then if there's an issue you deal</p> <p>15 with that the next day?</p> <p>16 A. That's correct.</p> <p>17 Q. So there's no mechanism to stop a check from</p> <p>18 being cashed or deposited by Harleysville prior to</p> <p>19 some type of analysis by a Harleysville employee?</p> <p>20 A. That's correct. All checks are deposited</p> <p>21 first.</p> <p>22 Q. And your department gets a report every morning</p> <p>23 on any issues that arose with respect to the prior</p> <p>24 day's payment processing?</p>	<p>15</p> <p>1 Q. And you undertook some effort to verify that</p> <p>2 fact before you came for a deposition today?</p> <p>3 A. Yes.</p> <p>4 Q. After that event occurred, does your department</p> <p>5 retain any authority with respect to policy</p> <p>6 reinstatement?</p> <p>7 A. No.</p> <p>8 Q. That, in fact, resides with the underwriting</p> <p>9 department?</p> <p>10 A. That's correct.</p> <p>11 Q. Does Harleysville have an official position</p> <p>12 regarding what happened to Mr. Drexel's policy at the</p> <p>13 point that this premium payment was received by</p> <p>14 Harleysville?</p> <p>15 MR. CASARINO: I'm not sure I understand</p> <p>16 your question. What do you mean by does it have an</p> <p>17 official position?</p> <p>18 A. I don't understand.</p> <p>19 Q. Harleysville's received Mr. Drexel's premium</p> <p>20 payment in July of 2004, correct?</p> <p>21 A. Correct.</p> <p>22 Q. What then happened to Mr. Drexel's policy?</p> <p>23 A. His policy was canceled and it remained</p> <p>24 canceled because the payment was late. So the</p>

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<p style="text-align: right;">18</p> <p>1 policy -- I should say it's actually terminated. The 2 policy expired. The renewal was not accepted. 3 Q. Can you explain to me the difference between 4 the terms termination, cancellation and expiration? 5 A. When we issue a renewal policy we ask for 6 premium by the due date of that renewal term. If the 7 premium is not received, we send out an expiration 8 notice. If payment is not received, the policy 9 terminates or expires as of the expiration date of 10 that prior term.</p> <p>When you use the term cancellation, that's midterm, somebody falls short in payments throughout the policy term, that becomes a cancellation. But in this case it's a termination because no payment was received on the renewal.</p> <p>Q. And that is Harleysville's analysis with respect to Mr. Drexel's claim?</p> <p>A. That's correct.</p> <p>Q. So what you just said applies equally to Mr. Drexel's policy in this case?</p> <p>A. Correct.</p> <p>Q. Are those differences between cancellation, expiration and termination set forth in Mr. Drexel's policy of insurance?</p>	<p style="text-align: right;">20</p> <p>1 as Exhibit 28, please. 2 (H Deposition Exhibit No. 28 was marked 3 for identification.) 4 BY MR. BESTE: 5 Q. Are you able to identify this document? 6 A. Yes. 7 Q. What is it? 8 A. It is the dec. or declaration page for the 9 commercial package policy. 10 Q. You're referring to the second page? 11 A. Yes. 12 Q. Is this the document that you were referring 13 to? 14 A. Yes. It's a multipage document so, yes, it is. This is page 1. 15 Q. And by looking at the first page of H-28, are 16 you able to identify the package as a whole? 17 A. Yes. 18 Q. It appears to be Mr. Drexel's policy at issue in this case? 21 A. I think this is actually a certified policy. 22 And when a renewal policy is issued, the only forms 23 that are issued with the policy are anything that has 24 been changed or has a new expiration date. He would</p>
<p style="text-align: right;">19</p> <p>1 A. I would not be able to answer that without 2 looking into the policy content, and I do not do that. 3 Q. So you have no knowledge of whether the 4 distinctions that you've drawn between policy 5 cancellation and expiration are set forth in 6 Mr. Drexel's policy? 7 A. When you refer to Mr. Drexel's policy, I'm not 8 quite sure what you're referring to. I do know that 9 the renewal policy has a message on it that says the 10 policy will continue if payment is received by the 11 expiration date, so that is mentioned in there. 12 Q. In where? 13 A. On the policy declarations page. 14 Q. And that is sent to the insured by your 15 division? 16 A. We issue a copy of that for both the insured 17 and the agent, yes. 18 Q. Have you reviewed the document that was sent 19 out to Mr. Drexel in this case? 20 A. I did look at the dec. page, yes. 21 Q. I'm going to hand you what's been marked as -- 22 I don't think I marked the policy yet, did I? 23 MR. CASARINO: No. 24 MR. BESTE: I'm going to have this marked</p>	<p style="text-align: right;">21</p> <p>1 not receive a complete package like this at every 2 renewal. 3 Q. Is the certified policy that you're looking at, 4 is that generated by your department as far as you 5 know? 6 A. It could be. 7 Q. You can't tell? 8 A. I can't tell. There's no name on here that 9 really lets me know who did it. 10 I do know that in our output distribution 11 unit there are times that we do put policies together, 12 but from here I can't tell if this is one that we did 13 or not. 14 Q. If I asked you to locate in that policy where 15 the distinctions between expiration, termination and 16 cancellation are or are not spelled out, would you be 17 able to do that? 18 A. I would be able to show you the message I was 19 referring to on the declarations page. 20 Q. But beyond that, you couldn't? 21 A. I would have to have someone go through it. 22 No, that's not something that I would do. 23 Q. And you don't have any expertise in reading the 24 policy language in that regard?</p>

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	22		24
1	A. No, I would not.	1	MR. CASARINO: Yes.
2	Q. What language were you referring to?	2	MR. BESTE: I'm going to have this entire
3	A. I was referring to this message right here	3	letter and its contents marked as H-29.
4	(indicating) which says the renewal insuring	4	MR. CASARINO: The entire package?
5	agreement.	5	MR. BESTE: Yes. It might make it easier
6	Q. And that's on page 472?	6	to go through.
7	A. Page 2 of the declaration page.	7	MR. CASARINO: That includes the guideline
8	Q. Okay. During the course of processing	8	too, right?
9	payments, does your department have any discretion	9	MR. BESTE: I believe it did, yes.
10	whatsoever as to how late premium payments are handled	10	(H Deposition Exhibit No. 29 was marked
11	by Harleysville?	11	for identification.)
12	A. No. Our guidelines are given to us by the	12	BY MR. BESTE:
13	underwriting department.	13	Q. Now I'm showing you what's been marked as H-29.
14	Q. And you report facts to underwriting and the	14	And you're referring to page 11 of 14 from
15	decisions regarding those facts are made exclusively	15	the fax line, correct?
16	by the underwriting department?	16	A. Correct. Yes.
17	A. They're made by the underwriting department,	17	Q. If you could explain to me what this letter is.
18	yes.	18	A. This letter is advising the insured that the
19	Q. Were any notices generated in this case after	19	policy has not been reinstated and there is no
20	your department generated the premium payment at	20	coverage.
21	issue?	21	Q. And once this letter was generated by your
22	A. After we generated the premium payment at	22	department, your department no longer had any
23	issue?	23	authority to change the status of this policy?
24	Q. I'm sorry.	24	A. That's correct.
	23		25
1	Were any notices sent to Mr. Drexel by	1	Q. And this letter informs Mr. Drexel that the
2	your department after the premium payment at issue was	2	policy was canceled?
3	processed by your department?	3	A. That the policy has expired, it was terminated.
4	A. When we processed that late payment, yes, we	4	Mr. Drexel also got a termination notice
5	did send a reinstatement denied letter.	5	from us advising him that the policy had terminated.
6	Q. Have you seen that letter recently?	6	This was a follow-up after that termination notice
7	A. Yes.	7	advising him that we could not reinstate.
8	Q. And it was sent to Mr. Drexel?	8	Q. This letter uses the word cancellation though,
9	A. That's correct.	9	does it not?
10	MR. BESTE: Do you know where that	10	A. Yes, it does.
11	document is, Steve?	11	Q. Was there another letter sent to Mr. Drexel
12	MR. CASARINO: I think it's in that	12	indicating something aside from cancellation had
13	package. It might be the last document there.	13	occurred?
14	Is this (indicating) what you're referring	14	A. These were the notices he would have received
15	to?	15	advising him of notice of policy expiration.
16	THE WITNESS: Yes.	16	Q. And you're referring to page 4 of this exhibit?
17	MR. BESTE: Which letter you just sent us,	17	A. Correct.
18	Steve? This is the letter of September 7th? Is that	18	Q. H-29.
19	right?	19	Is this notice of policy expiration
20	THE WITNESS: I think that's the one, yes.	20	generated by your department?
21	I think that's the one it's in. I think it's right	21	A. It's generated by our automated system.
22	before this (indicating).	22	Q. Without human input?
23	MR. CASARINO: I'm not sure. Probably.	23	A. Correct.
24	THE WITNESS: Right there (indicating).	24	Q. Can you tell when this was generated?

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26	<p>1 A. This was generated on June 14th of '04 with a 2 mailing date of June 15th, '04. 3 Q. And how can you verify that this letter was 4 sent to Mr. Drexel? 5 A. We mailed this type of notice through our 6 Gunther automated inserting equipment. We have a log 7 in that equipment that shows us the documents that 8 have been mailed on a particular day. And we do have 9 the log for this showing that it was mailed on the 10 15th. 11 Q. Does your system notify Harleysville's claims 12 employees of this event? 13 A. No. Not specifically, no. 14 Q. Who at Harleysville does your department notify 15 when an event such as this occurs? 16 A. This is generated by our automated system. Our 17 automated system at that point goes into an expiration 18 status. Anybody looking at the billing master can see 19 that there's an expiration notice out on that policy. 20 Q. Who has access to the billing master? 21 A. All employees in the company have access to 22 inquiry. Not all have access to entry but they all 23 have access to inquiry. 24 Q. So any Harleysville employee could have</p>	28	<p>1 A. Correct. 2 Q. Do you think that should be changed? 3 MR. CASARINO: Objection. 4 A. I wouldn't have the authority to say that. 5 Q. All right. This is page 6 of 14 in the same 6 exhibit. This is your signature at the bottom? 7 A. Printed by the computer. 8 Q. You don't have to sign hundreds of these every 9 day? 10 A. No, I don't. Thank goodness. 11 Q. This is titled Confirmation of Termination? 12 A. Correct. 13 Q. Correct? 14 A. Mm-hmm. 15 Q. And this was issued by your department on July 16 7th. Is that correct? 17 A. It actually was issued on the 6th, again by the 18 automated system generated automatically. No one had 19 to initiate it. It was issued on the 6th and it was 20 mailed on the 7th. 21 Q. How can you prove or show that it was mailed? 22 A. We have no postal returns. This particular 23 document I do not have a Gunther inserter log because 24 at that time it was not 2D bar coded to run through</p>
27	<p>1 ascertained as early as June 14th, 2004 that the 2 policy had expired? 3 A. Yes. 4 Q. But your department does not take any 5 affirmative steps to ensure the claims part of 6 Harleysville is aware of such an event? 7 A. It happens automatically in the system. The 8 system updates the billing master and again anybody 9 who has access can see that. We do not send out any 10 kind of notification separate from what's updated in 11 the billing system. 12 Q. Are there any safeguards or procedures that 13 prevent a claim from being paid or adjusted after an 14 event of expiration or termination? 15 A. Since I don't work in the claims area, I cannot 16 answer that. 17 Q. From your perspective though, your department 18 does not take any affirmative steps to prevent payment 19 of a claim after an event such as expiration or 20 termination occurs? 21 A. Correct. 22 Q. And that was the case in 2004? 23 A. Correct. 24 Q. And it's the case today?</p>	29	<p>1 the equipment because some of these notices are 2 handled with proof of mail and others are not, so back 3 in 2004 these were mailed manually. They were put in 4 envelopes and mailed manually. 5 Q. So you cannot point me to any proof of mailing 6 with respect to the notices sent to Mr. Drexel in this 7 case? 8 A. Correct. 9 Q. Can you explain to me why your department 10 issued both the June 14th notice of policy expiration 11 and the July 6th confirmation of termination? 12 A. The expiration notice is a courtesy notice 13 reminding the insured that their payment is late. If 14 they pay by what we're giving a grace period or an 15 extended due date, coverage will be continued without 16 lapse. 17 When you get to the extended due date, 18 plus a grace period if payment still is not received, 19 we send a notice confirming that the policy has 20 terminated and there is no coverage as of the 21 expiration date of the policy. 22 Q. Looking at the June 14th notice of expiration, 23 can you tell me what the grace period was? 24 A. We gave him an extended due date of June 30th.</p>

8 (Pages 26 to 29)

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	30		32
1 Q. I thought you said there was --		1 A. That's correct.	
2 A. In addition to that, we have a five-day grace		2 Q. So, for example, on March 14th, 2002 a renewal	
3 period before we truly confirm for those insureds who		3 notice was sent to Mr. Drexel?	
4 might mail very close to that date to give mail time		4 A. Correct.	
5 and process time for us to handle that payment.		5 Q. Are you able to tell from this document when	
6 Q. And that's why this confirmation of termination		6 the due date was for that premium?	
7 was mailed on July 6th?		7 A. Yes. The due date is right over here. It was	
8 A. That's correct.		8 June 8th. Your renewal and your invoice is issued the	
9 Q. Now, the July 6th confirmation of termination		9 same day.	
10 does not appear to be a computer-generated document in		10 Q. So, for example, the June 11, 2003 renewal	
11 its entirety. Is that correct?		11 invoice was sent to Mr. Drexel on June 11th?	
12 A. No. That is computer-generated.		12 A. Correct.	
13 Q. So the fact that the third box is checked and		13 Q. And it showed a due date of July 8th?	
14 it looks like the type is different than the type of		14 A. Correct.	
15 the rest of the document does not mean it was not		15 Q. Now, it looks like Harleysville received	
16 generated by a computer?		16 payment on July 10, 2003?	
17 A. That's correct. This notice is used for		17 A. Correct.	
18 different types of cancellations and terminations and		18 Q. And that event did not lead to any policy	
19 depending upon the type that it is, there's a special		19 termination or cancellation?	
20 message that is put in here. This (indicating) is all		20 A. That's correct. The renewal was issued late.	
21 printed information or canned information that		21 I don't know why. But because the renewal was issued	
22 shows on every notice.		22 late, you still give the insured 20 days to pay, so he	
23 This is specific to the condition but,		23 had his 20 days, plus our grace period. That payment	
24 again, because this matches this (indicating), it's		24 was received on time.	
	31		33
1 all the same print by the computer.		1 Q. So that July 10th, 2003 payment was received	
2 Q. Can you tell me what page 7 of H-29 shows?		2 after the due date but within the grace period?	
3 A. This is a screen print from our inquiry, direct		3 A. That's correct.	
4 bill inquiry system and this shows the payments that		4 Q. And the entry for June 14th, 2004 is the	
5 we have received from this particular insured. It		5 confirmation of termination?	
6 shows the last twelve payments.		6 A. That's actually the expiration notice.	
7 In this case we had only received seven		7 Q. I'm sorry. The expiration notice?	
8 payments, but it shows the payment, the date it was		8 A. Yes.	
9 received and the amount and then if there were any		9 Q. And then the July 6th entry shows the	
10 associated refunds.		10 confirmation of -- I don't know what word to use with	
11 Q. Is there any question that Harleysville cashed		11 you -- the confirmation of termination?	
12 Mr. Drexel's \$283 check on June 14th?		12 A. Correct.	
13 A. No. It was cashed. It was cashed actually on		13 Q. And what is the entry marked C554-3?	
14 the 13th, applied to the billing master on the 14th.		14 A. That's actually the form number. You don't	
15 Q. This page here, in essence, represents the		15 have it printed on here.	
16 final word on payment receipts and processing and that		16 Oh, yes, we do. Over here. Sorry. C54	
17 type of thing?		17 is the actual form number.	
18 A. Yes.		18 Q. So the two entries, the topmost entries for	
19 Q. And the second page is an additional part of		19 July 6th represent an event, the cancellation and the	
20 that same printout. Is that correct?		20 notice sent out to Mr. Drexel?	
21 A. That's correct.		21 A. Correct.	
22 Q. Now, on that second page starting from the		22 Q. Can you identify page 9 of H-29?	
23 bottom, the column showing dates, am I correct that		23 A. This is the stub that Mr. Drexel sent in with	
24 that indicates when certain events occurred?		24 his payment. It's the stub from the expiration	

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1 notice.		1 be sent to the mortgage company or escrow agent and	
2 Here you can see that it issued on the		2 not the insured?	
3 14th, was mailed on the 15th. It's the bottom portion		3 A. No.	
4 of the expiration notice that we had sent to him.		4 Q. Now I'm going to ask you a question about the	
5 Q. And page 10 represents Mr. Drexel's check?		5 tolerance section of the corporate direct criteria.	
6 A. That's correct.		6 I'm sorry. I think I'm going to have to show you	
7 Q. If you could kind of remind me what page 11 is.		7 H-27.	
8 A. That's our notice denying reinstatement which		8 I take that back. H-26. It's page 3 of 7	
9 we sent out when we returned his payment.		9 on H-26. There's a section labeled Tolerances.	
10 Q. Now, the June 14th notice is titled a notice		10 Within that section there's a paragraph entitled	
11 policy expiration. The July 6th notice is titled		11 Reinstatement.	
12 confirmation of termination, but yet in this page 11		12 Can you explain to me what that paragraph	
13 it just says, and I'll quote it, "This policy is		13 states?	
14 canceled and will not be reinstated."		14 A. When we issue an invoice, the insured is billed	
15 Can you tell me why the word "canceled" is		15 for an amount of premium and also for installment	
16 used in that document?		16 fees. There are times when a payment is late, but it	
17 A. This is a document that's used for all		17 crosses in the mail with our expiration notice or	
18 situations where we're denying reinstatement and we do		18 non-pay notice and we will reinstate the policy with a	
19 not change the wording on here to fit the various		19 payment if it's short just the fee amount.	
20 situations.		20 Q. In other words, the installment fee amount?	
21 And I think your insureds probably		21 A. That's correct.	
22 understand canceled as well as terminated or expired,		22 Q. Does your department have any discretion	
23 but it's a notice that's used in all those situations.		23 otherwise or is that what it is instructed to do?	
24 Q. Mr. Drexel's policy was not in any type of		24 A. That's actually in the automated system. The	
	35		37
1 electronic payment situation, was it?		1 system will automatically reinstate if the payment is	
2 A. No, it was not.		2 on time and it's within the premium, less the fee	
3 Q. You were receiving paper checks from		3 amount. That's logic that's built into the system.	
4 Mr. Drexel?		4 Q. And the employees of your department don't have	
5 A. Yes.		5 the ability or authority to change that aspect of the	
6 Q. Can you tell me whether that's the case for the		6 system?	
7 entire life of the policy?		7 A. That's correct.	
8 A. That we received checks?		8 Q. If you look further down on that page, it's the	
9 Q. Yes.		9 last sentence. Can you explain that? It says, "If	
10 A. Yes, we did.		10 renewal is issued late, multiple installments may be	
11 Q. Was there a point in time when Mr. Drexel's		11 due at initial due date."	
12 premium was being paid out of an escrow account		12 Can you explain what that sentence means?	
13 associated with the mortgage as far as you know?		13 A. We always give our insureds 20 days to pay	
14 A. Not that I'm aware of. I did not go back to		14 their premium. If the policy -- and your first	
15 2002 to look at that. Not that I'm aware of.		15 installment is due on the renewal effective date. If	
16 Q. During the time period when a policy is being		16 you're, say, on a nine pay or ten pay, your second	
17 paid out of an escrow account associated with a		17 installment is due the second month, the third	
18 mortgage, how does that change who Harleysville gives		18 installment the third month.	
19 notice to of policy events?		19 If your renewal is issued late and you're	
20 A. If there's another payer on the policy, they		20 already into the first month, in order to give a	
21 would get copies of all associated invoices, notices		21 20-day due date you may have to bill for two	
22 of expiration, confirmation. They would receive all		22 installments due initially or three depending on how	
23 the same notices that the insured receives.		23 late your renewal is issued.	
24 Q. Are there any circumstances where notices would		24 Q. Does your department actually issue premium	

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1 invoices to the insured?		1 Q. So the cancellation for non-payment of premium	
2 A. It's all within the automated system. It's all		2 can only occur during the course of an active policy	
3 automated. There's logic built into the system.		3 period as opposed to a renewal date?	
4 Q. Who controls the logic with respect to language		4 A. That's correct.	
5 on premium invoices sent to insureds?		5 Q. Are you aware of any language in Mr. Drexel's	
6 A. That would be my area along with underwriting		6 policy that delineates that distinction?	
7 and our law department.		7 A. I would not be aware of that, no.	
8 Q. Are there many different forms that can go out		8 Q. And who at Harleysville would be able to	
9 to an insured when you send a premium payment or is		9 testify regarding such language or provisions?	
10 there one master form that Harleysville sends out to		10 A. That would have to be the underwriting	
11 all homeowner's policies in a given year?		11 department.	
12 Do you understand what I'm asking you?		12 Q. Does your department have any discretion	
13 A. The invoice is the same for all insureds. Now,		13 whatsoever in identifying a particular event as either	
14 your renewal invoice might have a different message on		14 an expiration or a cancellation for non-payment of	
15 it than your interim invoice would have, but it's all		15 premium?	
16 on the same form.		16 A. Again, that's all within the automated system.	
17 Q. But all of the interim renewal notices or		17 There's logic built into the system for when a policy	
18 renewal notices or premium invoices would be the same		18 will expire versus non-pay.	
19 collectively?		19 Q. Aside from adjustments to the system's logic,	
20 A. Correct. All printed on the same form.		20 there is no human input?	
21 Q. How frequently does Harleysville, in particular		21 A. That's correct.	
22 your department, change the content of those forms?		22 Q. How frequently do you adjust the logic of the	
23 A. Not often at all.		23 system? Is it just as needed?	
24 Q. And you do take part in that process when it		24 A. Correct.	
	39		41
1 occurs?		1 Q. Can you tell me roughly how frequently that is	
2 A. Yes.		2 needed?	
3 Q. If you could turn to page 5 of H-26.		3 A. It's infrequent and it depends on when we get	
4 Can you explain to me the language		4 new guidelines from various states, rules, regulations	
5 regarding Notice of Cancellation for Non Payment of		5 change, number of days notice change, wording for	
6 Premium section?		6 forms require a change. We might go in and make those	
7 A. We again have built within our automated system		7 changes, but that's again all associated with the	
8 a cancellation process for mid-term cancellations		8 non-pay, the legal notice of non-pay, notice of	
9 where our system checks for policy equity and looks at		9 cancellation for non-payment of premium.	
10 the premium that has been paid and for the amount of		10 Q. Is Harleysville required to give notice of	
11 time that we have provided coverage for that premium		11 expiration or cancellation prior to the effective date	
12 payment.		12 of a policy's cancellation or expiration?	
13 Whenever we get into state required number		13 A. You're required to give notice for a	
14 of days and equity, we will send out a midterm notice		14 cancellation for non-payment of premium.	
15 of cancellation for non-payment of premium giving		15 There is no requirement that I'm aware of	
16 state required number of days notice and again a		16 for notice of expiration. That's a courtesy notice,	
17 five-day grace period.		17 something that we extend to our customers.	
18 Q. Can you explain to me the difference between		18 MR. BESTE: Can I have this marked as	
19 what happened to Mr. Drexel's policy and a		19 Exhibit 30, please?	
20 cancellation for non-payment of premium?		20 (H Deposition Exhibit No. 30 was marked	
21 A. A cancellation for non-payment of premium		21 for identification.)	
22 occurs in the middle of a policy term. It's midterm.		22 BY MR. BESTE:	
23 Mr. Drexel's was at the beginning of his		23 Q. Are you able to identify H-30?	
24 policy term. He had not accepted the renewal.		24 A. Yes.	

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<p>1 Q. What is it? 2 A. It's a renewal invoice. 3 Q. Is this the renewal invoice sent to Mr. Drexel 4 by your department on March 26th, 2004? 5 A. This particular invoice was mailed with the 6 policy. The agent had the agent's mail option, so the 7 invoice and the insured's copy of the policy would 8 have been delivered to the agent for him to forward to 9 the insured. 10 Q. What steps does Harleysville take to ensure 11 that the agent fulfills his responsibility by 12 forwarding the policy materials to the insured? 13 A. The agent is a representative of our company 14 and that's his responsibility. If he elects the 15 mailing option, it's his responsibility to deliver it 16 to the customer. 17 Q. Are you able to verify whether or not 18 Mr. Drexel's agent forwarded his policy materials to 19 him in March of 2004? 20 A. I would not be able to do that, no. 21 Q. Does your department control the actual 22 language that is placed on this premium notice? 23 A. There again, that would be my area along with 24 our law department and underwriting. It's an</p>	<p>42</p> <p>1 of our notices. 2 Q. But this is, in fact, a policy renewal notice, 3 is it not? 4 A. Yes, it is. 5 Q. So the paragraph labeled Late Payments was 6 instructing Mr. Drexel what the potential consequences 7 of him not paying this March 26th, 2004 premium 8 invoice in a timely manner? 9 A. Correct. It's telling him that he may not have 10 coverage if he doesn't pay on time. 11 Q. But it's telling him that the policy may be 12 canceled for non-payment of premium. Isn't that 13 correct? 14 A. Right. 15 Q. And it does not draw any distinction between 16 cancellation or expiration? 17 A. No, it does not. 18 Q. Again, this was a renewal premium invoice sent 19 to Mr. Drexel? 20 A. Yes, it was. 21 Q. I'm going to show you page 481 of H-28. 22 MR. CASARINO: You call it page 481? I'm 23 sorry? 24 MR. BESTE: That's the Bates number.</p>
<p>43</p> <p>1 associated effort. 2 Q. How involved are you with the selection and 3 placement of language in premium invoices such as 4 this? 5 A. I can make the recommendation but, again, it's 6 a group that would actually look at it and decide what 7 changes we did want to make or not make. 8 Q. Your department makes a recommendation to legal 9 and underwriting? 10 A. Right. Marketing may even get involved. It 11 just depends on what type of wording anybody has 12 recommended that we change where that's being looked 13 at. 14 Q. If you look at page 2 of H-30, there's a 15 paragraph there entitled Late Payments. 16 Can you explain to me what that paragraph 17 means from the perspective of your department? 18 A. Again, it's emphasizing that payment must be 19 received by the due date for continuous coverage. If 20 not, we could be issuing notices of cancellation. 21 Q. Why does this language speak about a notice of 22 cancellation for non-payment of premium versus a 23 notice of expiration or something to that effect? 24 A. It's just a standard message that's on the back</p>	<p>45</p> <p>1 MR. CASARINO: What's the actual number? 2 Okay. 3 BY MR. BESTE: 4 Q. Can you explain paragraph A to me, please? 5 A. I'm not sure that I should be interpreting 6 this. This is not my area of responsibility. 7 Q. That would be underwriting's responsibility? 8 A. Right. I mean, it says the insured can request 9 cancellation of the policy. 10 Q. Comparing that language with the late payment 11 paragraph on the March 26th, 2004 renewal notice, is 12 it fair to say that those two paragraphs appear to 13 coincide or match one another? 14 A. Well, your paragraph A is the customer 15 requesting cancellation. 16 Q. A2. 17 A. Okay. A2 is referring to midterm cancellation. 18 I don't know that it's referring to expiration, but 19 again I should not be interpreting that. It's not my 20 area of responsibility. 21 Q. Again, that's underwriting's responsibility? 22 A. That's correct. 23 Q. Are you familiar with the term non-pay status? 24 A. Yes.</p>

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<p>46</p> <p>1 Q. What does that mean to you? 2 A. A non-pay status is when a policy is in the 3 status of non-payment. 4 Q. And that essentially prevents a payment from 5 being issued on a claim under that policy? 6 A. Correct. 7 Q. Does your department control under any 8 circumstances when a policy is put into non-payment? 9 A. That's, again, generated by the system. You 10 send out an invoice. You have a due date. If it's 11 not paid on time, it goes into a non-pay status and 12 then that's all generated by the system. 13 Q. But it's your department's system that you're 14 referring to? 15 A. Yes. 16 Q. So in the first instance at least it's 17 controlled by your department? 18 A. The logic that we have in the system, yes. 19 Q. And the only people with authority to override 20 that logic is underwriting? 21 A. Correct. 22 Q. Does your department's computer system control 23 the effective dates of termination and cancellation 24 and expiration as well?</p>	<p>48</p> <p>1 is? 2 A. I believe he works in one of our field offices. 3 Q. Do you know in what department or division? 4 A. No, I'm sorry, I don't. 5 Q. Do you know whether he works for underwriting? 6 A. I would not be positive. He's not someone that 7 I work with regularly. 8 Q. Do you have any involvement with notices or 9 correspondence sent by the claims department to an 10 insured? 11 A. No, I do not. 12 Q. I'm going to show you what's been marked as 13 Exhibit H-19. 14 Are you able to identify that document? 15 A. That's a policy system audit trail which I 16 occasionally look at. 17 Q. Is that something that's controlled by your 18 department? 19 A. No, it is not. 20 Q. Do you have access to that information? 21 A. I can look at it on inquiry, yes. 22 Q. Do you know who else at Harleysville has access 23 to that data? 24 A. Anyone in the underwriting or services area</p>
<p>47</p> <p>1 A. That's underwriting providing information for 2 us from the various insurance departments that give us 3 the state required number of days notice so, again, we 4 work along with underwriting in making sure that our 5 system has the appropriate time frames. 6 Q. But, again, that work with underwriting is 7 built into the logic of your computer system at any 8 given time? 9 A. That's correct. 10 Q. There's no case-by-case interaction between 11 your department and underwriting with respect to 12 processing a particular payment? 13 A. No. No. That is all in the system. 14 Q. Going back to this, let me show you what's been 15 marked as H-6. 16 Are you able to identify that document? 17 A. No. It's not a document that my area works 18 with. 19 Q. It's not a document that your area processes? 20 A. No. 21 Q. And you have never seen a document such as 22 this? 23 A. No. 24 Q. Do you know who Robert Southard or Bob Southard</p>	<p>49</p> <p>1 would have access to inquiry of that data if they 2 would need to. 3 Q. Do you know who controls this information 4 reflected in H-19? 5 A. That would have to be between underwriting and 6 the commercial lines services and IT areas. 7 Q. And as far as you know, the employees in your 8 department did not control or change any of the 9 information shown on this document? 10 A. No. We do not have access to change that. We 11 only have access to inquiry. 12 Q. When you say that, that just means to get more 13 information about certain subjects? 14 A. We can view the data that's there, but we 15 cannot go in and change anything. 16 Q. As far as your department is concerned, can 17 Harleysville retroactively terminate coverage or allow 18 it to expire? 19 MR. CASARINO: I'm not sure I understand 20 your question. 21 A. I'm trying to think how to answer that. I'm 22 not sure I understand that. 23 Q. Well, in this case the renewal date was June 24 8th. Is that correct?</p>

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<p>50</p> <p>1 A. Yes.</p> <p>2 Q. And your department did not receive</p> <p>3 Mr. Drexel's premium payment until July 13th. Is that</p> <p>4 correct?</p> <p>5 A. That's correct.</p> <p>6 Q. Can you explain to me the status of</p> <p>7 Mr. Drexel's policy between those two events?</p> <p>8 A. It would have been in expiration status.</p> <p>9 Q. And what does that mean?</p> <p>10 A. That means that notice has gone out that no</p> <p>11 payment has been received and we have offered an</p> <p>12 extended due date.</p> <p>13 Q. And if you do not get premium payment prior to</p> <p>14 the expiration of the grace period following the</p> <p>15 expiration or the due date, then the policy is</p> <p>16 automatically canceled?</p> <p>17 A. Correct.</p> <p>18 Q. Or terminated?</p> <p>19 A. It's terminated, right.</p> <p>20 MR. BESTE: Okay. That's all I have.</p> <p>21 MR. CASARINO: I have a couple of</p> <p>22 questions for you.</p> <p>23 BY MR. CASARINO:</p> <p>24 Q. Let's deal with the premium invoice that is</p>	<p>52</p> <p>1 MR. BESTE: I'm just noting it for the</p> <p>2 record.</p> <p>3 A. This message prints on the back of all invoices</p> <p>4 that go out so, yes, it would be on each individual</p> <p>5 invoice.</p> <p>6 Q. Now let me ask you about the notice of policy</p> <p>7 expiration to make sure I understand it.</p> <p>8 You said your review of the document</p> <p>9 indicates that this actually went out to Mr. Drexel?</p> <p>10 A. That's correct.</p> <p>11 Q. And do we know that he got it?</p> <p>12 A. That we would not know, other than we have no</p> <p>13 postal return so we have to assume that he received</p> <p>14 it, yes.</p> <p>15 Q. But you also mentioned earlier that your system</p> <p>16 is set up so that when a check and receipt are</p> <p>17 received, they go into a system that makes a copy?</p> <p>18 A. Correct.</p> <p>19 Q. Now, you have produced as document 914 the</p> <p>20 bottom portion of this document that's called notice</p> <p>21 of policy expiration?</p> <p>22 A. That's correct.</p> <p>23 Q. Where did you get this?</p> <p>24 A. He sent it to us, so I guess he received it.</p>
<p>51</p> <p>1 marked twice. We will look at the one that's marked</p> <p>2 as H-30.</p> <p>3 It has on the front due dates for partial</p> <p>4 payments for the entire policy period. Is that</p> <p>5 correct?</p> <p>6 A. That's correct.</p> <p>7 Q. So this premium notice, if I'm reading it</p> <p>8 correctly, tells the insured the total amount of his</p> <p>9 premium, how much must be paid by June 6, '04?</p> <p>10 MR. BESTE: Objection.</p> <p>11 A. It's June 8th.</p> <p>12 Q. June 8th, '04. And then it has a schedule of</p> <p>13 when payments are made or to be made?</p> <p>14 A. Correct.</p> <p>15 Q. I notice the document behind that where it</p> <p>16 talks about late payments, does that refer also to</p> <p>17 these various payments that are to be made?</p> <p>18 MR. BESTE: Objection.</p> <p>19 MR. CASARINO: What's the objection?</p> <p>20 MR. BESTE: Well, I think it calls for a</p> <p>21 legal conclusion about the effect of that clause.</p> <p>22 MR. CASARINO: Okay.</p> <p>23 BY MR. CASARINO:</p> <p>24 Q. Is that also included?</p>	<p>53</p> <p>1 Q. All right. So, in other words, the bottom</p> <p>2 portion of this notice called the notice of policy</p> <p>3 expiration was sent back to Harleysville with</p> <p>4 Mr. Drexel's check that's dated 6-7-04?</p> <p>5 A. That's correct.</p> <p>6 Q. So in order for you to have this in your file</p> <p>7 it had to have been returned to you by Mr. Drexel?</p> <p>8 A. That's correct.</p> <p>9 Q. Are there any other types of documents that</p> <p>10 would have been sent to Mr. Drexel advising him of his</p> <p>11 premium that is due other than the documents that you</p> <p>12 sent out?</p> <p>13 A. Not that would have been sent by Harleysville,</p> <p>14 no.</p> <p>15 Q. You're saying the agent might have sent</p> <p>16 something?</p> <p>17 A. He could have sent something. That would have</p> <p>18 been all Harleysville would have sent. The agent</p> <p>19 could have sent him something else. That was all that</p> <p>20 Harleysville would have sent.</p> <p>21 Q. So if Mr. Drexel testified that he received a</p> <p>22 document telling him that his premium was due, it's</p> <p>23 going to be one of the documents that you sent to him</p> <p>or perhaps the premium invoice?</p>

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<p>1 MR. BESTE: Objection.</p> <p>2 Q. Is that correct?</p> <p>3 A. Correct.</p> <p>4 Q. And we know that he got the notice of policy</p> <p>5 expiration because he sent the bottom portion back?</p> <p>6 MR. BESTE: Objection.</p> <p>7 A. Correct.</p> <p>8 Q. Now let me ask you about the extended date of</p> <p>9 June 30, 2004.</p> <p>10 What is the reason for extending the date?</p> <p>11 A. It's a reminder notice to the customer and</p> <p>12 we're giving them a second opportunity to pay their</p> <p>13 renewal premium.</p> <p>14 Q. Now, what does your computer state between June</p> <p>15 8, 2004 and June 30, 2004?</p> <p>16 A. If you look at that policy on our billing</p> <p>17 system, it will say that it's in expiration status.</p> <p>18 Q. Expiration status?</p> <p>19 A. Yes.</p> <p>20 Q. I believe that there's been testimony by Sherry</p> <p>21 Clodfelter that when she checked the computer it said</p> <p>22 active.</p> <p>23 A. She probably looked in the policy system.</p> <p>24 Q. What is the policy system?</p>	<p>54</p> <p>1 been able to tell if they looked in the right place of</p> <p>2 their computer system that this policy had been</p> <p>3 terminated or expired or canceled?</p> <p>4 A. That's correct.</p> <p>5 Q. The notice of expiration that we were just</p> <p>6 talking about, was this issued directly by</p> <p>7 Harleysville or was this issued by an agent?</p> <p>8 A. That's by Harleysville.</p> <p>9 Q. And it's issued directly to the insured and the</p> <p>10 agent?</p> <p>11 A. Yes.</p> <p>12 Q. Mr. Casarino asked you a few questions about</p> <p>13 the late payments paragraph on the second page of</p> <p>14 H-30. Is that correct?</p> <p>15 A. Correct.</p> <p>16 Q. And he asked you whether it applied to the</p> <p>17 various installment dates listed on the first page.</p> <p>18 Do you see anything in this document that</p> <p>19 draws a distinction between the first due date of June</p> <p>20 8, 2004 and any subsequent due dates listed on the</p> <p>21 document?</p> <p>22 A. I'm sorry. I don't understand your question.</p> <p>23 Q. I believe you testified that the late payments</p> <p>24 provision applies to these due dates listed on the</p>
<p>55</p> <p>1 A. The policy system is your system that shows</p> <p>2 your policy detail, your coverages, your premiums and</p> <p>3 that type of thing. That's the policy system.</p> <p>4 Then we also have a billing system. This</p> <p>5 particular activity took place in the billing system.</p> <p>6 Q. All right. Now let's go to the policy system.</p> <p>7 The policy system is a system that an</p> <p>8 agent would look at? Not an agent but an adjuster?</p> <p>9 A. Adjuster would look at it. They can look at</p> <p>10 either system. I do think they more regularly look at</p> <p>11 the policy system because they're also looking for the</p> <p>12 types of coverages associated with that policy.</p> <p>13 Q. Would the policy system indicate that the</p> <p>14 policy was active if they looked at it, for instance,</p> <p>15 on June 22nd?</p> <p>16 A. Yes.</p> <p>17 Q. And when would that system be changed to</p> <p>18 inactive?</p> <p>19 A. July 6th when our confirmation of termination</p> <p>20 was issued.</p> <p>21 MR. CASARINO: I have nothing else.</p> <p>22 BY MR. BESTE:</p> <p>23 Q. Just to follow up on that last question, so as</p> <p>24 early as July 6th, 2004 claims employees would have</p>	<p>55</p> <p>1 front page?</p> <p>2 A. It prints on all invoices. So when we send an</p> <p>3 invoice out for any subsequent installments on a</p> <p>4 particular policy, that same message would print on</p> <p>5 the back of the invoice.</p> <p>6 Q. But did you testify that that paragraph applies</p> <p>7 to the various dates listed here?</p> <p>8 A. What I meant to say was that it prints on all</p> <p>9 premium invoices. So when you send a premium invoice</p> <p>10 out for any subsequent installment, that same message</p> <p>11 is there.</p> <p>12 Q. Do you have any reason to believe that this</p> <p>13 late payment provision did not apply to the payment</p> <p>14 purportedly due on June 8th, 2004?</p> <p>15 A. I'm not sure I understand your question, again.</p> <p>16 Sorry.</p> <p>17 Q. Do you have any reason to believe that the late</p> <p>18 payments paragraph on page 2 does not apply to the</p> <p>19 premium due on June 8, 2004?</p> <p>20 A. To me the late payment message applies to any</p> <p>21 invoice that goes out that if you don't pay by the due</p> <p>22 date there's going to be a consequence.</p> <p>23 Q. And in this case this notice informs Mr. Drexel</p> <p>24 that it would be a cancellation for non-payment of</p>

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<p>1 premium, correct? 2 A. It does say that, yes. 3 MR. BESTE: That's all I have. 4 MR. CASARINO: We would like to waive. 5 (Deposition concluded at 4:05 p.m.)</p>	<p>58</p> <p>1 State of Delaware) 2) 3 New Castle County) 4 CERTIFICATE OF REPORTER 5 I, Kurt A. Fetzer, Registered Diplomate 6 Reporter and Notary Public, do hereby certify that 7 there came before me on Tuesday, September 11, 2007, 8 the deponent herein, MILDRED D. ALDERFER, who was duly 9 sworn by me and thereafter examined by counsel for 10 the respective parties; that the questions asked of 11 said deponent and the answers given were taken down by 12 me in Stenotype notes and thereafter transcribed by 13 use of computer-aided transcription and computer 14 printer under my direction. 15 I further certify that the foregoing is a true 16 and correct transcript of the testimony given at said 17 examination of said witness. 18 I further certify that reading and signing of 19 the deposition were waived by the deponent and 20 counsel. 21 I further certify that I am not counsel, 22 attorney, or relative of either party, or otherwise 23 interested in the event of this suit.</p> <p style="text-align: right;"> <i>Kurt A. Fetzer</i></p> <p>24</p> <p>18 Kurt A. Fetzer, CRR 19 Certification No. 100-RPR 20 (Expires January 31, 2008)</p> <p>21 DATED:</p> <p>22</p> <p>23</p> <p>24</p>
<p>59</p> <p>1 INDEX 2 DEPONENT: MILDRED D. ALDERFER PAGE 3 Examination by Mr. Beste 2 4 Examination by Mr. Casarino 50 5 Examination by Mr. Beste 55</p> <p>1 EXHIBITS</p> <p>2 H DEPOSITION EXHIBITS MARKED</p> <p>3 27 Three-page document captioned "Corporate 4 Direct Bill Criteria March 2005" 13 5 28 Document Bates stamp numbered DR0470- 6 0561 20</p> <p>7 29 Letter to Robert K. Beste, III, Esq. 8 from Stephen P. Casarino dated 9 September 7, 2007 24</p> <p>10 30 Document Bates stamp numbered DR0609- 11 0611 41</p> <p>12 CERTIFICATE OF REPORTER PAGE 60</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	

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